

**RICHARDSON CITY COUNCIL
MONDAY, AUGUST 22, 2016
WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:00 PM
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

The Richardson City Council will conduct a Work Session at 6:00 p.m. on Monday, August 22, 2016 in the Richardson Room of the Civic Center, 411 W. Arapaho Road, Richardson, Texas. The Work Session will be followed by a Council Meeting at 7:00 p.m. in the Council Chambers. Council will reconvene the Work Session following the Council Meeting if necessary.

As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

WORK SESSION – 6:00 PM, RICHARDSON ROOM

• **CALL TO ORDER**

A. REVIEW AND DISCUSS ITEMS LISTED ON THE CITY COUNCIL MEETING AGENDA

The City Council will have an opportunity to preview items listed on the Council Meeting agenda for action and discuss with City Staff.

B. REVIEW AND DISCUSS THE DALLAS AREA RAPID TRANSIT (DART)/COTTON BELT COMMUTER RAIL SERVICE PLAN

C. REPORT ON ITEMS OF COMMUNITY INTEREST

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after posting the agenda.

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

1. INVOCATION – MARK SOLOMON

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARK SOLOMON

3. MINUTES OF THE AUGUST 1, 2016 AND AUGUST 8, 2016 MEETINGS

4. VISITORS

The City Council invites citizens to address the Council on any topic not already scheduled for Public Hearing. Citizens wishing to speak should complete a “City Council Appearance Card” and present it to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However, your concerns will be addressed by City Staff, may be placed on a future agenda, or by some other course of response.

ACTION ITEMS:

5. PUBLIC HEARING ON THE FY 2016-2017 PROPOSED BUDGET.

6. PUBLIC HEARING FOR PROPOSED TAX RATE OF \$0.63516 PER \$100 VALUATION FOR FISCAL YEAR 2016-2017.

7. VARIANCE 16-04: A REQUEST BY DON MAGNER, CITY OF RICHARDSON, ON BEHALF OF FIRST PRESBYTERIAN CHURCH OF RICHARDSON, FOR A VARIANCE FROM CHAPTER 21, THE SUBDIVISION AND DEVELOPMENT CODE, TO ALLOW A LOT TO BE PLATTED WITHOUT FRONTAGE ON A DEDICATED PUBLIC STREET OR APPROVED PRIVATE STREET LOCATED AT 271 N. WALTON STREET.

8. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be removed from the Consent Agenda and discussed separately.

A. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #64-16 – WE RECOMMEND THE AWARD TO NU-WAY CONSTRUCTION, LLC FOR THE LAMP POST LANE STORM SEWER AND WATER IMPROVEMENTS IN THE AMOUNT OF \$288,935.
2. BID #76-16 – WE REQUEST AUTHORIZATION FOR AN EMERGENCY PURCHASE OF BODY ARMOR FOR THE POLICE DEPARTMENT IN THE AMOUNTS OF \$125,625.11 TO RED THE UNIFORM TAILOR, INC., \$23,052.90 TO SKD TACTICAL, LLC, \$13,276.50 TO LA POLICE GEAR, INC., \$3,029.85 TO CMC GOVERNMENT SUPPLY, AND \$739.60 TO GALLS, INC. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 252.022(a)(2) TO PRESERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY OF THE MUNICIPALITY'S RESIDENTS FOR A TOTAL AMOUNT OF \$165,723.96.
3. BID #77-16 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO CONSOLIDATED TRAFFIC CONTROLS, INC. FOR THE COOPERATIVE PURCHASE OF TRAFFIC SIGNAL HARDWARE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS ("HGAC") CONTRACT #PE-05-15 IN THE AMOUNT OF \$62,141.08.
4. BID #78-16 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL CONTRACT TO THE TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED ("TIBH INDUSTRIES") FOR JANITORIAL SERVICES AT THE PUBLIC LIBRARY, SERVICE CENTER, MUNICIPAL COURT, ANIMAL SHELTER, POLICE SUBSTATION, AND SHERRILL PARK GOLF COURSE THROUGH THE STATE USE PROGRAM IN THE AMOUNT OF \$159,558.

• **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, AUGUST 19, 2016, BY 5:00 P.M.

AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING TAYLOR LOUGH, ADA COORDINATOR, VIA PHONE AT 972 744-4208, VIA EMAIL AT ADACOORDINATOR@COR.GOV, OR BY APPOINTMENT AT 411 W. ARAPAHO ROAD, RICHARDSON, TEXAS 75080.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON ROOM AND COUNCIL CHAMBERS.



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: Monday, August 22, 2016

Agenda Item: Review and Discuss the Dallas Area Rapid Transit (DART)/Cotton Belt Commuter Rail Service Plan

Staff Resource: Cliff Miller, Assistant City Manager

Summary: Over the next few weeks DART will be hosting a number of community meetings to inform the public of their current plans for the Cotton Belt corridor.

The City Council will be briefed on the status of the Cotton Belt Passenger Rail plan, its history, background context and DART's implementation strategy to deliver service by 2022.

Gary Thomas, DART's President/Executive Director, and Gary Slagel, DART Board Member, will be attending the meeting to discuss the plan and address any questions.

Board/Commission Action: N/A

Action Proposed: Review and Discuss

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION AND COUNCIL MEETING
AUGUST 1, 2016

• **Call to Order**

Mayor Voelker called the meeting to order at 6:00 p.m. with the following Council members present:

Paul Voelker	Mayor
Bob Townsend	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gomez Frey	Councilmember
Steve Mitchell	Councilmember (<i>arrived at 6:05 p.m.</i>)

Absent:

Mark Solomon	Mayor Pro Tem
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The following staff members were also present:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Kent Pfeil	Chief Financial Officer
Cliff Miller	Assistant City Manager Development Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Taylor Lough	Assistant to the City Manager
Michael Spicer	Director of Development Services
Tina Firgens	Planning Projects Manager
Keith Krum	Senior Planner

Consultants:

Karen Walz, Strategic Community Solutions
Mark Bowers, Kimley-Horn

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBER

A. REVIEW AND DISCUSS ITEMS LISTED ON THE CITY COUNCIL MEETING AGENDA

Dan Johnson, City Manager, reviewed action items number 5 and 6 regarding the tax and budget hearings. Mr. Johnson explained that although the public notice will reflect the current tax rate of \$0.63516, it does not mean the City Council is recommending this rate. He further explained that Council will discuss the proposed rate during the budget hearings. Mr. Johnson also noted the proposed sign ordinance amendments that were reviewed in a previous work session and he commended staff on the quick turnaround.

B. REVIEW AND DISCUSS THE MAIN STREET/CENTRAL EXPRESSWAY ENHANCEMENT/ REDEVELOPMENT – REZONING INITIATIVE (PHASE III)

Tina Firgens, Planning Projects Manager, introduced the item and provided a brief overview of the project and the progress to date. Mark Bowers, Kimley-Horn, reviewed the feedback received

from the second round of Property and Business Owner Meetings and the Community Workshop conducted during July 2016.

Property and Business Owner Meetings Feedback:

Gateway Commercial

- Building heights seem appropriate – good for business
- The proposed uses are appropriate
- The proposed street connection from the US 75 Frontage Road to Sherman is a great idea

Central Sub-districts

- Would like to see additional materials allowed for patio enclosures
- Discussion / clarification was provided related to proposed on-premise alcoholic beverage consumption exemption
- The alternate Belt Line Road / Main Street cross-section was supported

Creative Corporate / Centennial Green

- Support shown for green aspects (envisioned creek / open space amenities) of Centennial Green
- Proposed building heights are appropriate
- Proposed uses are reasonable – should consider adding High Tech Manufacturing (stand-alone) to Creative Corporate with a Special Permit
- A strong connection between Creative Corporate and the DART station is needed

Railside

- Achieving the allowed building heights would be difficult due to existing parcel sizes – would like to see the proposed heights achieved
- The proposed street connection (US 75 to Sherman) is a positive addition
- Would like to have the ability to have landscaping in the area
- Many questions / concerns expressed related to non-conformities
 - Need to be able to expand building in order to stay in place
 - Concerned that small business owners will be forced-out if a big developer comes in and wants to develop
 - Body shops on same campus with new car dealerships should be accommodated
 - Auto related activity inside of a building should be allowed
 - Concerned that if a fire occurs, existing businesses may not be able to rebuild or continue their use
 - Employees from auto related uses support other businesses in town

Community Workshop Feedback:

Gateway Commercial

- No pole signs
- Concern with multi-family entitlements everywhere (was proposed to be allowed with Special Permit only)
- Lighting and noise concerns – current US 75 future density

Creative Corporate

- Traffic improvements (needed) at the Spring Valley and Sherman intersection
- Building heights shown are appropriate
- A stronger green space / trail corridor connection is needed to the center of the Fossil site from the Central Trail

Centennial Green

- Floyd Branch as an amenity – potential for improvements through Brick Row
- Proposed uses:
 - No boarding kennel (was not proposed as a permitted use)
 - No helipad (was not proposed as a permitted use)
 - No smoking establishments (was proposed to be allowed with Special Permit only)

Railside

- No comments received

Central Sub-districts

- Canvas carport structures okay in front of building setback? (was not proposed)
- Fences and screening walls: allowable materials – consider adding vinyl

Other General Comments

- Please don't let there be too many "big box" apartment developments. A monoculture supply leaves the City more susceptible to economic cycles and future shift in preferences. Witness what happened with Nortel, Countrywide, etc. Boom and Bust (i.e. fads don't last)
- Monolithic ownership / management can expose the City to a big chunk (of properties) going downhill all at once. [Cited that Vickery Meadows (Park Lane at Greenville in Dallas) was once marketing young, single professionals]
- A wider range of owners, big and small, can respond to market forces and be more resilient to changes in the economy

Karen Walz, Strategic Community Solutions, reviewed recommendations for refinements to the sub-districts based on the direction Council and City Plan Commission gave at the June 20 joint work session.

Gateway Commercial

- Maintain direction that multi-family will be allowed in this district, but only with a special permit

Railside

- Maintain current direction related to previously approved non-conformities for the corridor

Creative Corporate

- Provide a bike / pedestrian trail connection to DART that is comfortable for nighttime use (West Spring Valley and Prestonwood / Buckingham)

Centennial Green

- Create a specialty site designation along the Floyd Branch and Lois Branch, and add supporting code language to enable creek enhancement as an amenity for adjacent residential uses

Central Sub-districts

- Maintain current code direction

Mark Bowers, Kimley-Horn, reviewed the Belt Line Road/Main Street – Alternative Cross-Section and based on community feedback recommended to replace the existing coded Belt Line Road/Main Street cross-section (west of Greenville Avenue) with the new alternate cross-section.

Site Element	Coded Street Cross-section (at McKinney St.)	Alternate Street Cross-section (at McKinney St.)
Sidewalks (both sides)	8 ft.	6.5 ft.
Landscape/Amenity Zones (both sides)	6 ft.	8 ft. – Combined into same lane (i.e. parking lane with landscape islands)
Parallel Parking (both sides)	8 ft. (dedicated lane)	
Travel Lanes (all)	11 ft. (44 ft. total)	11 ft. (44 ft. total)
Median	14 ft.	5 ft.
Total ROW Width	104 ft.	80 ft. (existing varies)

Tina Firgens, Planning Project Manager provided an update on information requested at the June CPC/City Council Joint Session:

1. Existing number of auto-related uses in the southern sub-districts
2. Existing number of auto-related uses in the Central Place and Interurban sub-districts
3. Where are additional areas that these uses can locate within Richardson?

Ms. Firgens reviewed the recommendations from the joint work session and explained auto-related uses – post code adoption:

- All existing Special Permits will cease to exist with the adoption of the new Code for the southern sub-districts
 - Current Special Permits were connected to the standard zoning districts under which they were granted [(e.g. C-M, I-M(1), SVSD)]
 - Similar approach as central sub-districts
- Uses are allowed to continue operating as non-conforming uses in accordance with the non-conforming provisions for the corridor
- Properties only within the yellow shaded area (i.e. west side of Central Expressway, and east side of Central Expressway within 1,000 feet of Phillips Street) are allowed to request a Special Permit to become legal conforming uses
- Could include text within the new Code to retain any previously approved Special Permits

Council Discussion

Council was in agreement to move forward with preparing the draft zoning ordinance based on the staff and consultant team’s recommendations for each of the southern and central sub-districts, including replacing the existing coded street cross-section for Belt Line Road/Main Street (west of Greenville Avenue) with the proposed alternate street cross-section. Additionally, the Council was in agreement to preserve the existing Special Permits for three current business owners who presently have Special Permits for auto-related uses (two within the Gateway Commercial Sub-district and one within the Centennial Green Sub-district) and not require them to come back to City Council for a Special Use Permit after the new zoning Code is established.

Recess

The Work Session was recessed at 7:00 p.m. for the Council Meeting. The Work Session was reconvened at 7:14 p.m.

C. REVIEW AND DISCUSS ENVIRONMENTAL PARTNERSHIP INITIATIVES

Don Magner, First Assistant City Manager, reviewed this item for Council explaining the background related to the creation and original purpose of the Environmental Advisory Commission (EAC), the previous and current work plan of the EAC and accomplishments; identifying changing dynamics and roles on environmental initiatives; and reviewing possible strategies to enhance environmental partnerships in the future. Mr. Magner reviewed the following recommendation based on a subject matter approach and the proposed implementation.

Recommendation

- Develop volunteer opportunities that are subject matter based and more accommodating in structure
 - Allows volunteers to focus on what they are most passionate about
 - Allows for customized engagement strategies
 - Results in more partnership opportunities which will result in more volunteerism
 - Key Environmental Partnership Initiatives:
 - Richardson Plants
 - Richardson Conserves
 - Richardson Informs

Implementation

- Establish an Environmental Partnership Initiatives Webpage
 - Will include online form for residents to express an interest in volunteering
 - A subject matter liaison will follow up with the volunteer to discuss opportunities/interests, assignments, schedules, etc.
- Create a communication plan to introduce the Environmental Partnership Initiatives strategy to the community
- Appoint a member of City Manager's Office to closely monitor the efforts of subject matter coordinators to ensure work plans are organized, programming is enhanced and opportunities expanded

Council Discussion

Council expressed approval and excitement for a greater opportunity for citizens to volunteer and get involved more directly with specific environmental initiatives. Mayor Voelker expressed appreciation to the EAC for the impact their work has had and will continue to have on environmental issues. He requested staff to review ways for Council to be involved and updated on the efforts of environmental partnership initiatives.

D. REPORT ON ITEMS OF COMMUNITY INTEREST

Councilmember Frey reported on attending the Loving the Me I See event; a program encouraging self-esteem for girls.

Councilmember Mitchell reported on the Regional Transportation Committee's recent adoption of goals and stated that he would be working with City staff and Council to align goals with the City's legislative program.

Mayor Voelker reported on Senior Awareness Day hosted by Representative Angie Chen Button. He also noted the Pre-National Night Out Kickoff Celebration will be held Tuesday at 6:30 at the Civic Center.

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

1. **INVOCATION – SCOTT DUNN**
2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – SCOTT DUNN**
3. **MINUTES OF THE JULY 19-20, 2016 BUDGET WORKSHOP MEETINGS AND JULY 25, 2016 MEETING**

Council Action

Councilmember Simpson moved to approve the Minutes as presented. Councilmember Mitchell seconded the motion. A vote was taken and passed, 6-0 with Mayor Pro Tem Solomon absent.

4. VISITORS

Mr. Steve Engleman, 4600 Winter Park Drive, Richardson, addressed Council regarding the repair of the alley behind his home and the length of time it has taken to repair. City Manager Johnson directed First Assistant City Manager to speak with Mr. Engleman about this issue.

ACTION ITEMS:

5. **CONSIDER SETTING PUBLIC HEARINGS ON AUGUST 22 AND AUGUST 29, 2016 ON THE PROPOSED TAX RATE OF \$0.63516 PER \$100 VALUATION FOR FISCAL YEAR 2016-2017.**

Council Action

Councilmember Townsend moved to set the Public Hearings on August 22 and August 29, 2016, on the proposed tax rate of \$0.63516 per \$100 valuation for Fiscal Year 2016-2017. Councilmember Dunn seconded the motion. A vote was taken and passed, 6-0 with Mayor Pro Tem Solomon absent. Mayor Voelker, Councilmember Townsend, Councilmember Dunn, Councilmember Frey, Councilmember Simpson, and Councilmember Mitchell voted in favor.

6. **CONSIDER SETTING PUBLIC HEARING ON AUGUST 22 FOR THE PROPOSED FISCAL YEAR 2016-2017 RICHARDSON MUNICIPAL BUDGET.**

Council Action

Councilmember Frey moved to set a Public Hearing on August 22, 2016, on the proposed 2016-2017 City of Richardson Municipal Budget. Councilmember Mitchell seconded the motion. A vote was taken and passed, 6-0 with Mayor Pro Tem Solomon absent. Mayor Voelker, Councilmember Townsend, Councilmember Dunn, Councilmember Frey, Councilmember Simpson, and Councilmember Mitchell voted in favor.

7. CONSENT AGENDA:

- A. **CONSIDER ADOPTION OF ORDINANCE NO. 4176, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 18, SIGN REGULATIONS, BY DELETING THE DEFINITION OF “DIRECTOR OF COMMUNITY SERVICES” AND ADDING A DEFINITION FOR “BUILDING OFFICIAL”; BY CHANGING THE REFERENCES TO “DIRECTOR OF COMMUNITY SERVICES” WHEREVER IT APPEARS IN CHAPTER 18 TO “BUILDING OFFICIAL”; BY**

AMENDING SECTION 18-96 (8) (f) (2) TO CHANGE THE MINIMUM TIME PERIOD FOR DISPLAY OF ELECTONIC MESSAGING; BY AMENDING SECTION 18-96 (16) (d) TO DELETE SUBPART (2) TO ELIMINATE THE MINIMUM LOCATION DISTANCE FOR MENU BOARDS FROM PRIVATE PROPERTY LINES; BY AMENDING SECTION 18-96 (18) (b) (2) BY CHANGING THE MAXIMUM HEIGHT OF MULTIPLE-USE MONUMENT SIGNS TO EIGHT FEET; BY AMENDING SECTION 18-96 (24) (g) (1) TO CHANGE THE REFERENCE TO COMMUNITY SERVICES DEPARTMENT TO BUILDING INSPECTIONS DEPARTMENT; BY AMENDING SECTION 18-96 (32) (b) TO DELETE SUBPART (2) AND SECTION 18-96 (32) (d) TO LIMIT LOCATION OF SUBDIVISION, HOME BUILDER AND DEVELOPER SIGNS TO ON-SITE; BY AMENDING SECTION 18-96 (33) (a) AND (c) TO EXCLUDE HOT AIR BALLOON SHAPED AND OTHER INFLATABLE TYPE SIGNS AS TEMPORARY PROMOTIONAL SIGNS AND TO LIMIT THE NUMBER OF FREESTANDING TEMPORARY PROMOTIONAL SIGNS TO FOUR (4) SIGNS.

B. CONSIDER RESOLUTION NO. 16-20, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS AND THE COUNTY OF DALLAS, TEXAS, FOR THE DUCK CREEK TRAIL EXTENSION PROJECT, AND AUTHORIZING ITS EXECUTION BY THE MAYOR.

C. CONSIDER AWARD OF BID #60-16 – WE RECOMMEND THE AWARD TO R-TEX SERVICES, LLC, FOR THE EAST POND OUTLET REPAIRS - RENNER ROAD PONDS IN BRECKINRIDGE PARK IN THE AMOUNT OF \$135,237.25.

D. CONSIDER CANCELLATION OF THE MONDAY, AUGUST 15, 2016 CITY COUNCIL MEETING.

Council Action

Councilmember Mitchell moved to approve the Consent Agenda as presented. Councilmember Simpson seconded the motion. A vote was taken and passed, 6-0 with Mayor Pro Tem Solomon absent.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:11 p.m.

MAYOR

ATTEST:

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION MEETING
AUGUST 8, 2016

- **Call to Order**

Mayor Voelker called the meeting to order at 6:00 p.m. with the following Council members present:

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Bob Townsend	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gomez Frey	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Kent Pfeil	Chief Financial Officer
Cliff Miller	Assistant City Manager Development Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Taylor Lough	Assistant to the City Manager
Gary Beane	Budget Officer
Keith Dagen	Director of Finance

A. VISITORS

There were no visitors comments submitted.

C. REVIEW AND DISCUSS THE CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2016-2017

City Manager Johnson reviewed the proposed budget and explained the following key initiatives. He also reviewed proposed expenditures and revenue fund by fund.

- Reduce tax rate by a full cent to \$0.62516/\$100 valuation
 - A \$1.3 million reduction in tax revenue
- Commit to Maintenance.
 - Move to 2.5 pennies dedicated to Street Maintenance
 - Dedication of a ½ penny of the tax rate to an Alley Rehabilitation program
 - Sustain Year 4 Strategies for key maintenance activities: walls, bridges, markings, etc.
 - Increased water distribution and sewer collection systems maintenance strategies
 - New initiatives for facilities and aquatics maintenance
- Continue with Police and Fire Staffing Initiatives
- Increasing resources for Economic Development dedication to 8/10 of a penny
- Accelerate and consolidate the Police/Fire Campus redevelopment in a timely/single project

D. REPORT ON ITEMS OF COMMUNITY INTEREST

There were no items of community interest reported.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:20 p.m.

MAYOR

ATTEST:

CITY SECRETARY



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date: Monday, August 22, 2016

Agenda Item: Public Hearing on the FY 2016-2017 Proposed Budget.

Staff Resource: Dan Johnson, City Manager

Summary: After a brief presentation by the City Manager, the City Council will hold a public hearing on the FY 2016-2017 Budget proposal in preparation for formal adoption on September 12, 2016.

Board/Commission Action: N/A

Action Proposed: Conduct a Public Hearing on the FY 2016-2017 Proposed Budget



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date: Monday, August 22, 2016

Agenda Item: Public Hearing for Proposed Tax Rate of \$0.63516 per \$100 Valuation for Fiscal Year 2016-2017.

Staff Resource: Dan Johnson, City Manager

Summary: State law requires that the City Council hold two public hearings on the Proposed Tax Rate for Fiscal Year 2016-2017. At the August 1, 2016 City Council meeting, the City Council voted to set public hearings on August 22nd and August 29th, 2016 on the proposed tax rate of \$0.63516 per \$100 valuation for Fiscal Year 2016-2017.

On August 5, 2016, the City Manager filed a Proposed Budget for Fiscal Year 2016-2017 with a proposed tax rate of \$0.62516 per \$100 valuation, or a one cent tax reduction.

This is the first scheduled public hearing. The second public hearing will take place on Monday, August 29, 2016.

Board/Commission Action: N/A

Action Proposed: Conduct a Public Hearing on the Proposed Tax Rate of \$0.63516 per \$100 Valuation for Fiscal Year 2016-2017.



City of Richardson
City Council Meeting
Agenda Item Summary



City Council Meeting Date: Monday, August 22, 2016

Agenda Item: VAR 16-04 First Presbyterian Church of Richardson
271 N. Walton Street / southwest corner of Walton
Street and La Salle Drive

Staff Resource: Michael Spicer, Director of Development Services

Summary This is a request for approval of a variance to the City of Richardson Subdivision and Development Code, Chapter 21, Article III, Section 21-46(b), *Lots and Blocks*, to allow a lot to be platted without frontage on a dedicated public street or approved private street.

In order to accommodate expansion of the public safety complex, the city intends to purchase a portion of the neighboring Presbyterian Church property. The church property must be subdivided to effect the sale, initially creating a lot having no street frontage. The lot will subsequently be incorporated into the public safety complex, which will have frontage on Greenville Avenue and Main Street.

Board/Commission Action: On August 2, 2016 the City Plan Commission unanimously recommended approval of the request as presented.

Action Proposed The City Council may approve the request as presented, approve with conditions, or deny.

VARIANCE 16-04
First Presbyterian Church of Richardson

Attachments:

1. Locator
2. Background Information
3. Variance Exhibit
4. Applicant's Statement
5. Notice of Variance Request
6. Notification Map
7. Notification List



VAR 16-04 First Presbyterian Church of Richardson
271 N. Walton Street



**CITY COUNCIL
BACKGROUND INFORMATION
August 22, 2016**

Variance 16-04

SUMMARY

Owner: First Presbyterian Church of Richardson

Applicant: Don Magner, City of Richardson

Project Name: VAR 16-04 First Presbyterian Church of Richardson

Location: 271 N. Walton Street
Southwest corner of Walton Street & La Salle Drive

Request: This is a request for approval of a variance to the City of Richardson Subdivision and Development Code, Chapter 21, Article III, Section 21-46(b), *Lots and Blocks*, to allow a lot to be platted without frontage on a dedicated public street or approved private street.

Notification: This request is not a public hearing and specific notification is not required by State Law. As a courtesy, adjacent property owners received written notification.

Correspondence: To date, no written correspondence has been received.

CPC Action: On August 2, 2016, the City Plan Commission unanimously recommended approval of the request as presented.

DEVELOPMENT SUMMARY

Land Area:	6.48 acres (285,228 sq. ft.)
Zoning:	A-950-M Apartment & R-1250-M Residential
Existing Development:	45,278-square foot church campus (3 buildings)
Adjacent Land Use/ Zoning:	
North	Single-family & Multi-family residential / R-1000-M Residential District, D-1400-M Duplex District, and PD Planned Development District
East	Single-family residential / R-1000-M Residential District and R-1100-M Residential District
South	Single-family residential / R-1250-M Residential District
West	Retail/Commercial / PD Planned Development District

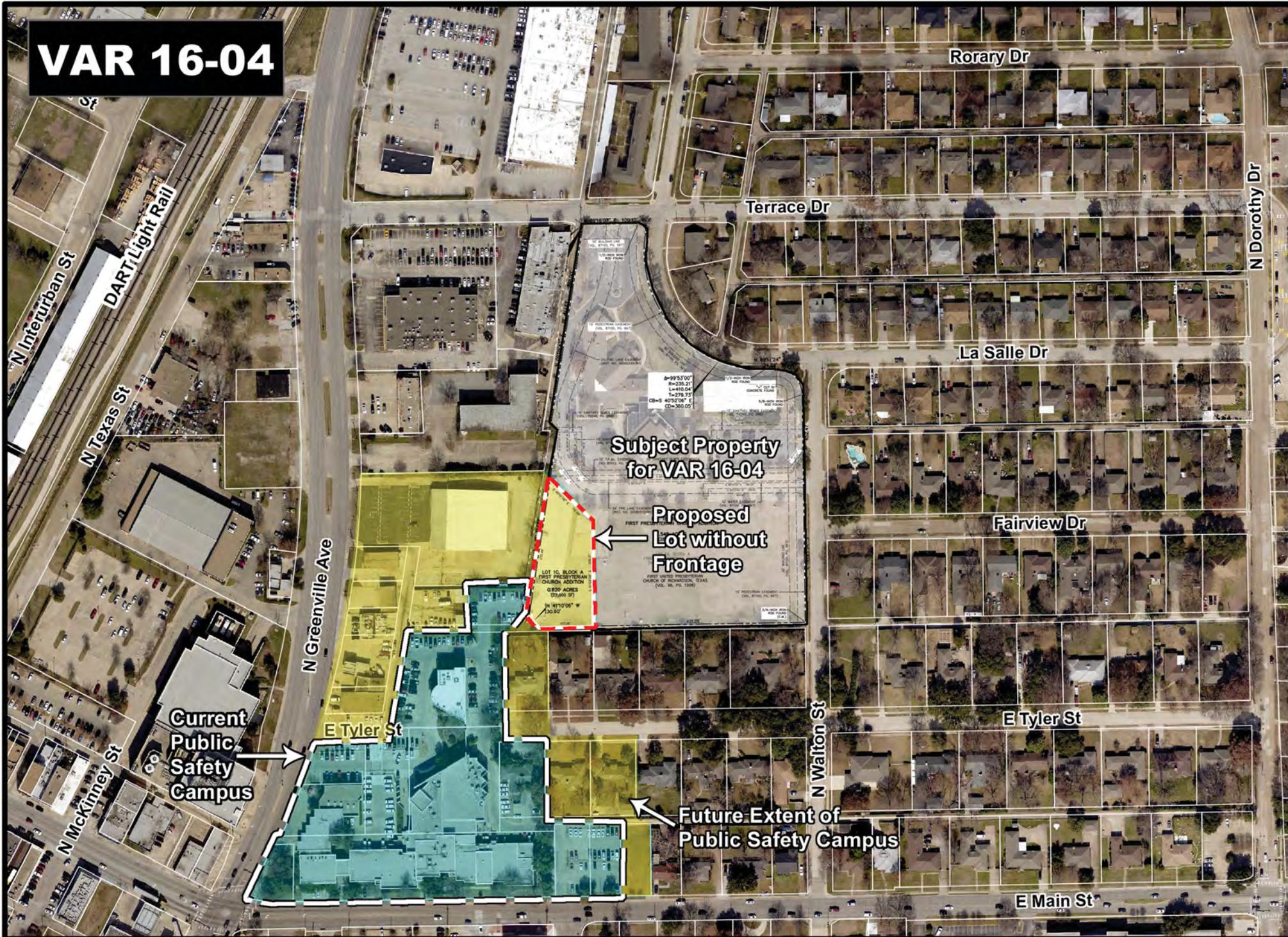
BACKGROUND INFORMATION

Background: The 2015 Bond Program included funding to construct the Public Safety Campus Improvements Project, located at the northeast corner of Main Street and Greenville Avenue. The design team has been selected and the preliminary concept plan and budget has been refined. As part of the improvements, the Campus will be expanded, which requires the purchase of additional properties to the north. The City has been working with the First Presbyterian Church of Richardson to purchase a 27,000 square foot of land, located at the southwest portion of their property. In order to sell the property, the existing lot must be subdivided into two (2) lots.

Article III, Section 21-46(b) of the Subdivision and Development Code requires all lots front onto a dedicated public street or an approved private street; therefore a variance must be secured by the City. Although, the proposed lot would lack street frontage initially, the lot would be incorporated into the future Public Safety Complex, which will have frontage on Main Street and Greenville Avenue.

The City has agreed to a condition that would not allow a Certificate of Occupancy to be issued for any development improvements upon the 27,000-square foot lot until such time the lot is platted into the Public Safety Campus, at which time the lot would be in compliance with the Subdivision and Development Code.

VAR 16-04



VAR 16-04 Exhibit
271 N. Walton Street



Variance 16-04 – Applicant’s Statement

The 2015 Bond Program included funding to construct the Public Safety Campus Improvements Project, located at the northeast corner of Main Street and Greenville Avenue. The design team has been selected and the preliminary concept plan and budget has been refined. As part of the improvements, the Campus will be expanded, which requires the purchase of additional properties to the north. The City has been working with the First Presbyterian Church of Richardson to purchase a 27,000 square foot of land, located at the southwest portion of their property. In order to sell the property, the existing lot must be subdivided into two (2) lots.

The Subdivision and Development Code requires all lots to front on a dedicated public street or an approved private street; therefore, to allow the subdivision of the church property a variance must be secured by the City. Although the proposed lot would lack street frontage initially, the City will incorporate this lot into the Public Safety Campus, which has frontage on both Main Street and Greenville Avenue. Approval of this variance allows the church property to be subdivided as shown on the attached exhibit, and allow the City to purchase the southwest lot prior to starting development of the Public Safety Campus anticipated in the fall of 2017. As part of the request, the City has agreed to the condition that no Certificate of Occupancy will be issued for development improvements within the 27,000 square foot lot until this lot is platted into the Public Safety Campus. Once this lot is platted into the Campus it will be in compliance with the Subdivision and Development Code.



Notice of Variance Request

City Plan Commission • Richardson, Texas

An application has been received by the City of Richardson for variances to Chapter 21, Subdivision and Development Ordinance.

File No./Name: VAR 16-04 / First Presbyterian Church of Richardson
Property Owner: First Presbyterian Church of Richardson
Applicant: Don Magner, City of Richardson
Location: 271 N. Walton Street
Request: Approval of a request for a variance from the City of Richardson Subdivision and Development Code, Article III, Section 21-46(b), to allow a lot to be platted without frontage on a dedicated public street or approved private street.

The City Plan Commission will consider this request on:

TUESDAY, AUGUST 2, 2016
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

As courtesy, adjacent property owners who may be affected by this request are receiving written notification of this meeting; as such ownership appears on the last approved city tax roll.

PROCESS FOR PUBLIC INPUT: This item is not a public hearing and specific notification is not required by State law.

While all interested persons are invited to attend the meeting, those wanting their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Development Services Department, P.O. Box 830309, Richardson, TX 75083.

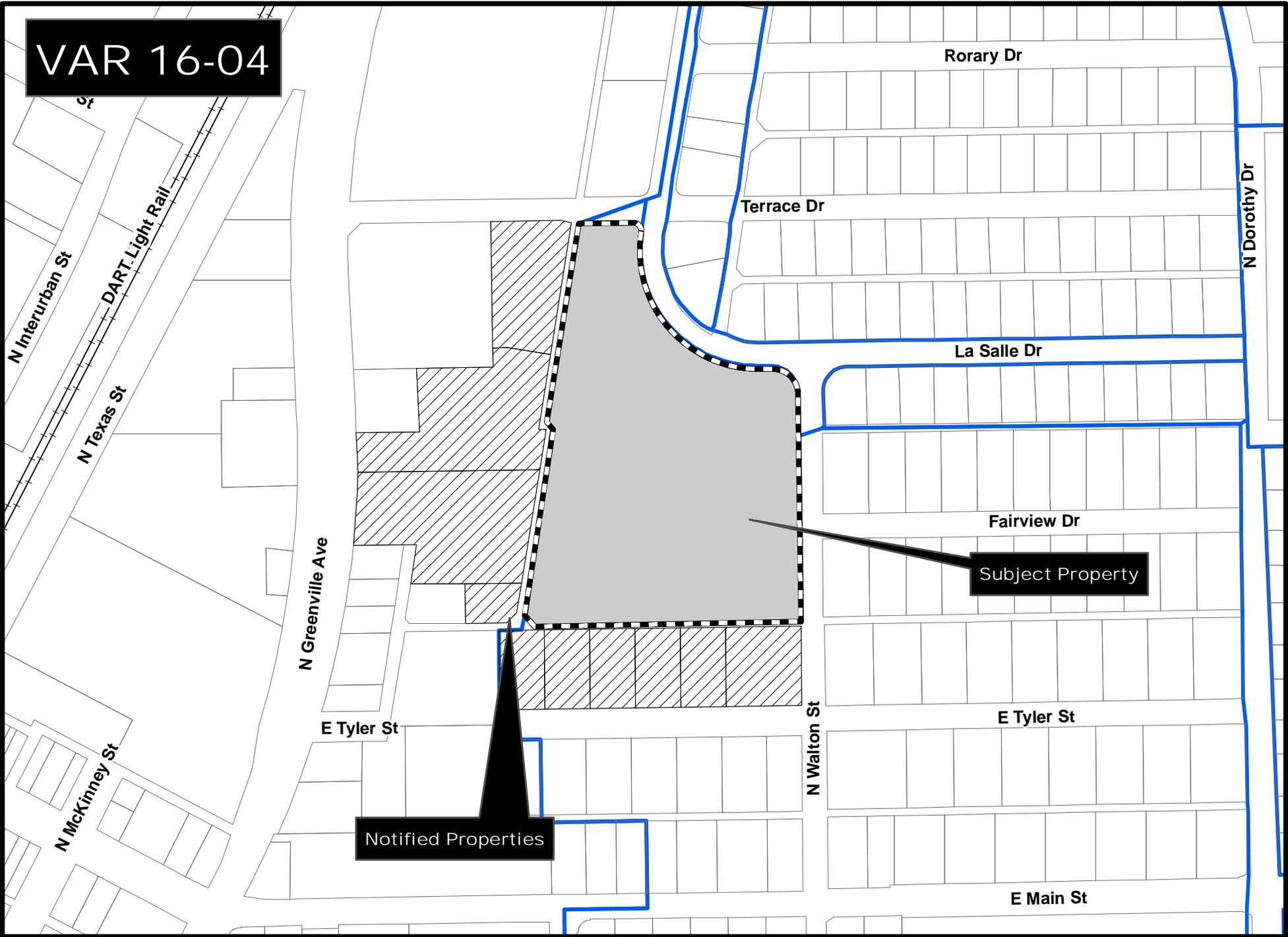
The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

AGENDA: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday prior to the meeting. For a copy of the agenda, please go to: <http://www.cor.net/index.aspx?page=1331>

For additional information, please contact the Department of Development Services at 972-744-4240 and reference this variance number.

Date Posted and Mailed: July 22, 2016

VAR 16-04



VAR 16-04
271 N. Walton Street



SUPREME PLAZA LTD
7005 CHASE OAKS BLVD STE 200
PLANO, TX 750255943

320 TERRACE LIMITED PS
106 E MAIN ST
RICHARDSON, TX 750813327

HOWMYRA LP
106 E MAIN ST
RICHARDSON, TX 750813327

RICHARDSON CITY OF
TAX DEPT SUITE 101
411 W ARAPAHO RD STE 101
RICHARDSON, TX 750804543

PARSONS TERRY THOMAS &
KATHLEEN K PARSONS
331 E TYLER ST
RICHARDSON, TX 750816042

ROBERTS CATHERINE E
327 E TYLER ST
RICHARDSON, TX 750816042

WILLS CHARLES RUSKIN
412 YORKSHIRE DR
EULESS, TX 760404113

HUGHES JASON D & JENNIFER D
323 E TYLER ST
RICHARDSON, TX 750816042

CARSON SYLVIA STEVENS
321 E TYLER ST
RICHARDSON, TX 750816042

RICHARDSON CITY OF
PO BOX 830309
RICHARDSON, TX 750830309

V 16-04



MEMO

DATE: August 17, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TJG*

SUBJECT: Award of Bid #64-16 for the Lamp Post Lane Storm Sewer and Water Improvements to NU-Way Construction, LLC in the amount of \$288,935

Proposed Date of Award: August 22, 2016

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to award a contract to the lowest responsible bidder, NU-Way Construction, LLC, for the above referenced construction in the amount of \$288,935, as outlined in the attached memo.

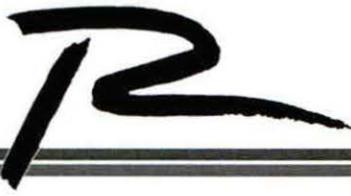
Funding is provided from Drainage Utility, Water Utility Operations, and Water Utility C.O.'s.

The bid was advertised in *The Dallas Morning News* on June 29 & July 6, 2016 and posted on Bidsync. A total of 1,753 electronic solicitations were distributed and 18 vendors viewed the bid. A pre-bid conference was held on July 8, 2016 and 4 bids were received.

Concur:


Keith Dagen

ATTACHMENTS



MEMO

TO: Dan Johnson, City Manager

THROUGH: Cliff Miller, Assistant City Manager *cmr*

FROM: Steve Spanos, P.E., Director of Engineering *SS*

SUBJECT: Award of Bid No. 64-16 to NU-Way Construction, for the Lamp Post Lane Storm Sewer Improvements

DATE: August 12, 2016

ACTION REQUESTED:

Council to consider award of Bid No.64-16 to NU-Way Construction, for the Lamp Post Lane Storm Sewer Improvements in the amount of \$288,935.00.

BACKGROUND INFORMATION:

On July 19, 2016 the Capital Projects Department opened bids for the referenced project. The attached bid tabulation certifies the lowest base bid was submitted by NU-Way Construction, in the amount of \$288,935.00. City staff has reviewed the references and financial information submitted by the company and recommends awarding the project to NU-Way Construction.

The 2010 City of Richardson Hunt Branch Watershed Capital Improvement Plan identified the existing storm system in Lamp Post as undersized and in need of improvements. This drainage project consists of replacement of an existing undersized storm water pipe with a larger storm drain system in Lamp Post Lane that will extend from Cottonwood Drive east to Hunt Branch. In conjunction with the storm water system improvements; city crews will replace an existing 4 inch cast iron water line with a new 6 inch PVC line. Resident water services will be transferred to this new line.

FUNDING:

Funding is provided from Drainage Utility, Water Utility Operations and Water Utility C.O.'s.

SCHEDULE:

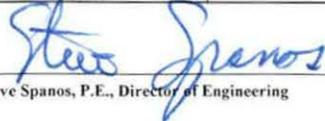
The Capital Projects Department plans for this project to begin construction September 2016 and be completed by January 2017.

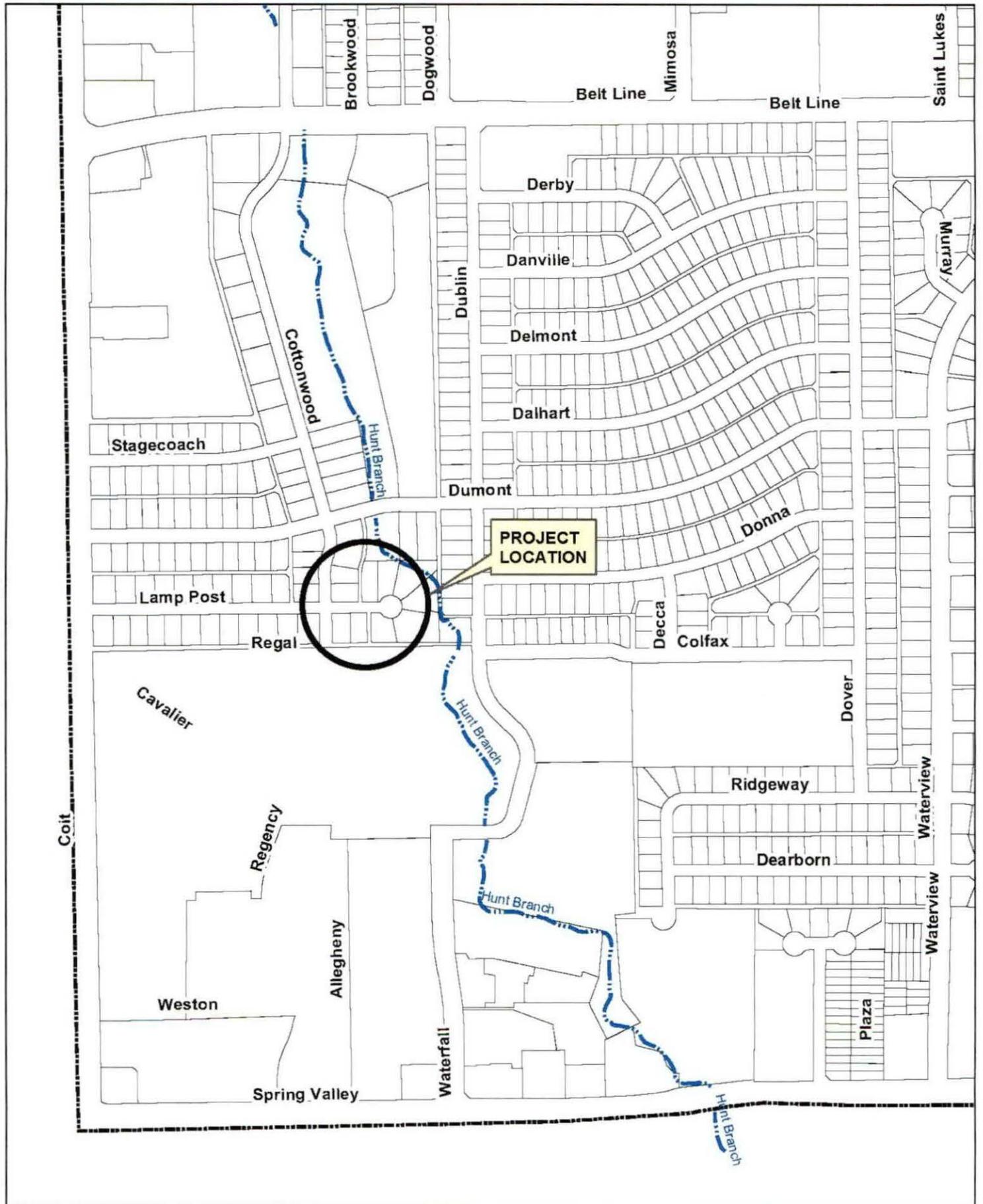
cc: Moses Ogolla, P.E.

LAMP POST LANE STORM SEWER IMPROVEMENTS
 BID #64-16
 BID OPENING JULY 19, 2016

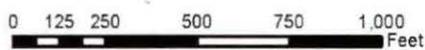
ITEM	DESCRIPTION	QTY.	UNIT	NU-Way Construction		VA Construction		Canary Construction		North Texas Construction		AVERAGES	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Mobilization, Bonds and Insurance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,900.00	\$15,900.00	\$20,000.00	\$20,000.00	\$16,475.00	\$16,475.00
2	All Traffic Control, Barricading and Signing Measures	1	LS	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	Temporary Erosion Control including Operational Control of SW3P	1	LS	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
4	Furnish and Install Trench Safety System, design and implementation	630	LF	\$1.00	\$630.00	\$20.00	\$12,600.00	\$2.00	\$1,260.00	\$1.00	\$630.00	\$6.00	\$3,780.00
5	Channel Grading	1	LS	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00	\$9,375.00	\$9,375.00
6	Sawcut, Remove and Dispose Existing Concrete Street Pavement, including hauling and disposal	840	SY	\$27.00	\$22,680.00	\$18.00	\$15,120.00	\$22.00	\$18,480.00	\$30.00	\$25,200.00	\$24.25	\$20,370.00
7	Sawcut, Remove and Dispose Existing Concrete Sidewalk, including hauling and disposal	75	SY	\$27.00	\$2,025.00	\$15.00	\$1,125.00	\$18.00	\$1,350.00	\$30.00	\$2,250.00	\$22.50	\$1,687.50
8	Remove and Dispose of Existing Tree	3	EA	\$250.00	\$750.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$750.00	\$2,250.00	\$1,250.00	\$3,750.00
9	Remove and Dispose of Existing Curb Inlets	3	EA	\$1,000.00	\$3,000.00	\$3,000.00	\$9,000.00	\$1,320.00	\$3,960.00	\$1,000.00	\$3,000.00	\$1,580.00	\$4,740.00
10	Remove and Dispose of Existing Storm Sewer Pipe, including all appurtenances	270	LF	\$40.00	\$10,800.00	\$20.00	\$5,400.00	\$30.00	\$8,100.00	\$30.00	\$8,100.00	\$30.00	\$8,100.00
11	Furnish and Install Temporary Project Sign	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$650.00	\$650.00	\$500.00	\$500.00	\$725.00	\$725.00
12	Furnish and Install 6" 3,600 PSI Reinforced Concrete Pavement	840	SY	\$55.00	\$46,200.00	\$65.00	\$54,600.00	\$78.00	\$65,520.00	\$95.00	\$79,800.00	\$73.25	\$61,530.00
13	Furnish and Install 6" 3,600 PSI Reinforced Concrete Integral Curb	410	LF	\$21.00	\$8,610.00	\$20.00	\$8,200.00	\$25.00	\$10,250.00	\$7.00	\$2,870.00	\$18.25	\$7,482.50
14	Furnish and Install Barrier-Free Ramps	4	EA	\$1,900.00	\$7,600.00	\$1,500.00	\$6,000.00	\$1,900.00	\$7,600.00	\$2,000.00	\$8,000.00	\$1,825.00	\$7,300.00
15	Furnish and Install 4" 3,000 PSI Reinforced Concrete Sidewalk	45	SY	\$36.00	\$1,620.00	\$45.00	\$2,025.00	\$55.00	\$2,475.00	\$105.00	\$4,725.00	\$60.25	\$2,711.25
16	Furnish and Install 36" Class III RCP, including bends and embedment	238	LF	\$115.00	\$27,370.00	\$175.00	\$41,650.00	\$162.00	\$43,316.00	\$240.00	\$57,120.00	\$178.00	\$42,364.00
17	Furnish and Install 30" Class III CP, including bends and embedment	55	LF	\$100.00	\$5,500.00	\$120.00	\$6,600.00	\$155.00	\$8,525.00	\$205.00	\$11,275.00	\$145.00	\$7,975.00
18	Furnish and Install 27" Class IV RCP, including bends and embedment	114	LF	\$95.00	\$10,830.00	\$110.00	\$12,540.00	\$150.00	\$17,100.00	\$210.00	\$23,940.00	\$141.25	\$16,102.50
19	Furnish and Install 24" Class III RCP, including bends and embedment	144	LF	\$85.00	\$12,240.00	\$100.00	\$14,400.00	\$135.00	\$19,440.00	\$185.00	\$26,640.00	\$126.25	\$18,180.00
20	Furnish and Install 21" Class III RCP, including bends and embedment	12	LF	\$75.00	\$900.00	\$90.00	\$1,080.00	\$115.00	\$1,380.00	\$180.00	\$2,160.00	\$115.00	\$1,380.00
21	Furnish and Install 18" Class III RCP, including bends and embedment	67	LF	\$65.00	\$4,355.00	\$75.00	\$5,025.00	\$100.00	\$6,700.00	\$170.00	\$11,390.00	\$102.50	\$6,867.50
22	Furnish and Install TxDOT Standard CH-FW-0	1	EA	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00	\$35,600.00	\$35,600.00	\$5,500.00	\$5,500.00	\$15,025.00	\$15,025.00
23	Furnish & Install C.O.R. Standard Type B 4'x4' Storm Sewer Manhole, including manhole frame & cover	2	EA	\$6,500.00	\$13,000.00	\$3,000.00	\$6,000.00	\$6,500.00	\$13,000.00	\$6,000.00	\$12,000.00	\$5,500.00	\$11,000.00
24	Furnish and Install 20" Standard Curb Inlets	1	EA	\$13,000.00	\$13,000.00	\$7,500.00	\$7,500.00	\$7,800.00	\$7,800.00	\$7,000.00	\$7,000.00	\$8,825.00	\$8,825.00
25	Furnish and Install 12" Standard Curb Inlets	3	EA	\$7,500.00	\$22,500.00	\$5,750.00	\$17,250.00	\$6,900.00	\$20,700.00	\$5,000.00	\$15,000.00	\$6,287.50	\$18,862.50
26	Furnish and Install 8" Standard Curb Inlets	2	EA	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$5,800.00	\$11,600.00	\$4,500.00	\$9,000.00	\$4,575.00	\$9,150.00
27	Furnish and Install 12" Stone Rip Rap w/Filter Fabric	25	SY	\$125.00	\$3,125.00	\$70.00	\$1,750.00	\$60.00	\$1,400.00	\$275.00	\$6,875.00	\$257.50	\$6,437.50
28	Furnish and Install Block Sodding (match existing grasses)	550	SY	\$4.00	\$2,200.00	\$5.25	\$2,887.50	\$15.00	\$8,250.00	\$5.00	\$2,750.00	\$7.31	\$4,021.88
29	Remove existing Light Pole Base and Construct New Light Pole Base, per City of Richardson standards	1	EA	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$8,000.00	\$8,000.00	\$4,425.00	\$4,425.00
30	Construction Contingency	1	LS	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00
TOTAL BASE BID					\$288,935.00		\$324,002.50		\$383,156.00		\$410,475.00		\$304,607.75
CONTRACTORS BID					SAME		\$322,712.50		SAME		\$408,993.00		

Engineers Estimate \$253,000.00

CERTIFIED BY: 
 Steve Spanos, P.E., Director of Engineering



Lamp Post Lane Storm Sewer
and Water Improvements Bid #64-16
August 2016



CITY OF
RICHARDSON
TEXAS





MEMO

DATE: August 16, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #76-16 for an Emergency Purchase of Body Armor for the Police Department in the amounts of \$125,625.11 to Red The Uniform Tailor, Inc., \$23,052.90 to SKD Tactical, LLC, \$13,276.50 to LA Police Gear, Inc., \$3,029.85 to CMC Government Supply, and \$739.60 to Galls, Inc. for a total amount of \$165,723.96 pursuant to Texas Local Government Code Chapter 252.022(a)(2) to preserve or protect the public health or safety of the municipality’s residents

Proposed Date of Award: August 22, 2016

I concur with the recommendation of Chief Jim Spivey and Assistant Chief Danny Martin, and request City Council ratification of the emergency purchase of body armor for the Police Department in a total amount of \$165,723.96. The final cost of the body armor is \$189.85 more than the estimated amount mentioned in the memo from Chief Spivey and Assistant Chief Martin due to the final selection of body armor type for each of the sworn officers and changes in freight charges at the time the orders were placed. Due to the critical nature of this procurement, the orders for the body armor were placed with the suppliers on August 5-8, 2016.

An emergency purchase procedure was authorized, as per Texas Local Government Code Chapter 252.022(a)(2), to protect the public health and safety of citizens, as outlined in the attached memo.

Funding is provided in the following accounts:

011-1011-521-6111	\$ 99,841.91
023-1011-521-6131	40,098.85
024-1011-521-6111	<u>25,783.20</u>
	\$165,723.96

Concur:


 Keith Dagen

ATTACHMENTS



MEMO

DATE: August 3, 2016
TO: Chief Spivey *AM*
FROM: A/C Martin *AM*
REF: Enhanced Ballistic Protection

Due to recent violent attacks on police officers, particularly those involving rifles, law enforcement is faced with an unparalleled threat. I am recommending an emergency purchase of Kevlar helmets, rifle rated ballistic plates and carriers for our officers. This will provide an enhanced level of protection against this danger. Body armor currently issued to officers is commonly referred to as “soft armor” and only rated to protect against pistol threats. As events of late have demonstrated, that alone will not be adequate to protect officers.

A helmet, two ballistic plates and carrier would be provided to each officer. The carrier is designed to be worn over the uniform and would be in addition to current soft body armor. Due to the extra weight, they would only be worn during significant incidents. Officers would have them readily available to deploy during an active shooter incident or other situation where a rifle is believed to be involved. These carriers would also be affixed with two magazine pouches and a medical pouch. Outfitting these pouches with the appropriate magazines and medical supplies will ensure an officer will have all the tools available to quickly and confidently protect themselves and the community.

When these types of incidents occur, they require extra personnel to appropriately contain and control. I therefore recommend this equipment be issued to all sworn personnel as we do not know who may have to respond at the time. There are two types of plates (ceramic and steel). Officers have been educated on those options and have been given the opportunity to select the best option. The cost of providing this protection is projected to be \$165,534.11. Helmets would not be provided to SWAT officers as they are already issued ballistic rated helmets.

We attempted to obtain three quotes, Miller Uniforms, Red The Uniform Tailor and GT Distributors. GT was not able to provide a timely quote. The price comparison between the other two vendors is as follows:

Red the Uniform Tailor

Item	#	Unit Cost	Total Cost
Steel Plates and Carrier	119	356.49	42,422.31
Ceramic Plates and Carrier	40	449.49	17,979.60
Helmets	144	275.00	39,600.00
Face Shields	144	153.75	22,140.00
Face Shields Sleeves	144	25.30	3,643.20
			\$125,785.11

Miller Uniforms

Item	#	Unit Cost	Total Cost
Steel Plates and Carrier	119	404.52	48,137.88
Ceramic Plates and Carrier	40	504.52	20,180.80
Helmets	144	295.00	42,480.00
Face Shields	144	166.88	24,030.72
Freight Charges		465.00	465.00
			\$135,294.40

Based on the numbers above we recommend Red the Uniform Tailor.

To further outfit Officers in the field, Officers will need the following:

Item	#	Unit Cost	Total Cost
Medical Kits	159	83.50	13,276.50
AR Magazines	300	10.00	3,000.00
Deployment Bags	159	143.10	22,752.90
Rifle Slings	40	17.99	719.60
			\$39,749.00

To provide this heavy body armor and needed equipment to all of the sworn personnel, the cost is projected to be \$165,534.11.

Red the Uniform Tailor	\$125,785.11
Additional Items	\$39,749.00
	\$165,534.11

PURCHASE ORDER

P.O. NUMBER 161501
P.O. DATE: 08/08/2016

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RED THE UNIFORM TAILOR, INC.
2161 WHITESVILLE ROAD
TOMS RIVER, NJ 08755



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 6848
REQUISITION NO. 24116
REQUISITION DATE 08/04/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

ITEM	ACCOUNT	DESCRIPTION	ITEM CODE	QTY.	UOM	UNIT PRICE	TOTAL AMOUNT
1	01110115216111	POINT BLANK LOW COST PLATE CARRIER, 2 STEEL STAR 555 PLATES, NIJ.06 ITEM# PLT080TCSE		119.00	EA	300.0000	35,700.00
2	01110115216111	POINT BLANK LOW COST PLATE CARRIER, 2 10079-01 PLATES, NIJ.06 LEVEL IV (CERAMIC PLATE) ITEM# PC2N00BV0J		40.00	EA	389.0000	15,560.00
3	01110115216111	POINT BLANK AR SINGLE MAG POUCH, ITEM# PCHMR3AC0J		318.00	EA	14.7500	4,690.50
4	01110115216111	POINT BLANK TRAUMA MEDICAL CARRIER, ITEM# PCHMD1AC0J		159.00	EA	26.9900	4,291.41
5	01110115216111	POINT BLANK PARACLETE TACTICAL HELMET, ITEM# PTH-III A		144.00	EA	275.0000	39,600.00

BUYING AGENT ALI OSWALD
DATE PROMISED 09/04/2016
CONFIRMING ORDER TO KIM SYLVESTER
VENDOR PHONE NUMBER (800)272-7337

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161501
P.O. DATE: 08/08/2016

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RED THE UNIFORM TAILOR, INC.
2161 WHITESVILLE ROAD
TOMS RIVER, NJ 08755



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 6848
REQUISITION NO. 24116
REQUISITION DATE 08/04/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

6	02410115216111	POINT BLANK FACE SHIELD SLEEVE	144.00	EA	25.3000	3,643.20
7	02410115216111	POINT BLANK FACE SHIELDS, RIOT, POLYCARBONATE, ANTI-FOG, ITEM# ROSOO50000	144.00	EA	153.7500	22,140.00

PRICES PER QUOTE 2016-0498
EXEMPT PER LGC SEC. 252.022(a)(2)

PLEASE SIGN ALL PAGES OF THE ACKNOWLEDGEMENT COPY.

CHAPTER 176 TEXAS LOCAL GOVERNMENT CODE
REQUIRES THE PUBLIC DISCLOSURE OF CERTAIN
INFORMATION CONCERNING PERSONS DOING BUSINESS, OR
SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON
INCLUDING FAMILY, BUSINESS, AND FINANCIAL
RELATIONSHIPS SUCH PERSONS MAY HAVE WITH CITY OF
RICHARDSON OFFICERS OR EMPLOYEES INVOLVED IN THE
PLANNING, RECOMMENDING, SELECTING AND
CONTRACTING OF A VENDOR FOR THIS PROCUREMENT.

BUYING AGENT ALI OSWALD
DATE PROMISED 09/04/2016
CONFIRMING ORDER TO KIM SYLVESTER
VENDOR PHONE NUMBER (800)272-7337

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE
FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By
signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PURCHASE ORDER

P.O. NUMBER 161501
P.O. DATE: 08/08/2016

V
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RED THE UNIFORM TAILOR, INC.
2161 WHITESVILLE ROAD
TOMS RIVER, NJ 08755



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140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 6848
REQUISITION NO. 24116
REQUISITION DATE 08/04/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

A COPY OF FORM CIQ AND CIS ARE AVAILABLE AT:

[HTTP://WWW.ETHICS.STATE.TX.US/FILINGINFO/
CONFLICT_FORMS.HTM](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

THE VENDOR ACKNOWLEDGES BY DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON THAT HE/SHE HAS BEEN NOTIFIED OF THE REQUIREMENTS UNDER CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT HE/SHE IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS THEREIN. FURTHERMORE, ANY INDIVIDUAL OR BUSINESS ENTITY SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON WHO DOES NOT COMPLY WITH THIS REQUIREMENT MAY RISK AWARD CONSIDERATION OF ANY CITY CONTRACT.

THE FOLLOWING CITY EMPLOYEES WERE INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING, AND CONTRACTING FOR THE ATTACHED PROCUREMENT:

JIMMY SPIVEY, DANNY MARTIN, DANIEL ROBB, STEVE MOORE, STEVEN BAXTER, CLAUDE LOCKE, PHILLIP CASAVANT JR., JERRY CHILDREE, MICHAEL FITZSIMMONS, CONRADO BONIFACIO AND TODD GASTORF

BUYING AGENT ALI OSWALD
DATE PROMISED 09/04/2016
CONFIRMING ORDER TO KIM SYLVESTER
VENDOR PHONE NUMBER (800)272-7337

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161501
P.O. DATE: 08/08/2016

V
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RED THE UNIFORM TAILOR, INC.
2161 WHITESVILLE ROAD
TOMS RIVER, NJ 08755



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 6848
REQUISITION NO. 24116
REQUISITION DATE 08/04/2016
PAYMENT TERMS NET/30

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FREIGHT
SHIP VIA

Account 01110115216111	Project	Amount 99,841.91
Account 02410115216111	Project	Amount 25,783.20

TOTAL PURCHASE AMOUNT \$125,625.11

BUYING AGENT ALI OSWALD
DATE PROMISED 09/04/2016
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F.O.B. DESTINATION
FREIGHT
SHIP VIA

- F.O.B. - DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Richardson, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The City of Richardson assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of the City of damage.
- QUANTITIES:** In the case of annual estimated requirements contract, the City of Richardson reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have against the City for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- SPECIFICATIONS:** The City of Richardson has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.
- CONTRACT PERIOD:** In the case of annual estimated requirements contract the contract shall be for a predetermined period as specified on purchase order.
- RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the City of Richardson and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- WRITTEN CONTRACT:** In the event there is a written contract between City and the Contractor for the goods or services provided pursuant to this PO and there are any conflicts between the written contract and the PO, the written contract shall control.
- PAYMENT TERMS:** Payment terms are NET 30 unless otherwise specified on purchase order.
- INVOICES:** Invoices must be submitted by the Contractor to the City of Richardson Accounting Department, P.O. Box 830309, Richardson, Texas 75083-0309 or AP@COR.GOV.
- TAXES:** The City of Richardson is exempt from Federal Excise and State Sales taxes. TAX MUST NOT BE INCLUDED ON INVOICE. Tax exemption certificates will be executed by the City and furnished upon request.
- DELIVERY PROMISE – PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the Purchasing Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Purchasing Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.
- PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Richardson until the City actually receives and takes possession of the goods at the point(s) of delivery.
- PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are "no arrival, no sale".
- DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. – 4:00 p.m. Monday – Friday.
- INTELLECTUAL PROPERTY RIGHTS:** Contractor agrees to defend, indemnify and hold the City its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, loss, or expense including reasonable attorney fees arising out of or relating to any claim against City asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property in connection with the goods or services provided by contractor.

BUYING AGENT ALI OSWALD
DATE PROMISED 09/04/2016
CONFIRMING ORDER TO KIM SYLVESTER
VENDOR PHONE NUMBER (800)272-7337

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

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Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PURCHASE ORDER

P.O. NUMBER 161501
P.O. DATE: 08/08/2016

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2161 WHITESVILLE ROAD
TOMS RIVER, NJ 08755



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 6848
REQUISITION NO. 24116
REQUISITION DATE 08/04/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT.
SHIP VIA

- 16. **FUNDING:** City fiscal year is October 1 to following September 30. City reserves right to terminate the contract without penalty in the event funds are not available or in the event funds are not appropriated for the contract.
- 17. **ASSIGNMENT:** Contractor may not assign or transfer this contract without prior written consent of City.
- 18. **CHANGE ORDERS:** All change orders shall be in writing and approved by the City.
- 19. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.
- 20. **TERMINATION FOR DEFAULT:** The City of Richardson reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
- 21. **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 22. **REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 23. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any action shall be in Dallas County, Texas.
- 24. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council, (Art 21. Sec.01. Richardson City Charter)

BUYING AGENT ALI OSWALD
DATE PROMISED 09/04/2016
CONFIRMING ORDER TO KIM SYLVESTER
VENDOR PHONE NUMBER (800)272-7337

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

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Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PURCHASE ORDER

P.O. NUMBER 161502
P.O. DATE: 08/08/2016

V
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N 74 MIDWEST DRIVE
D PACIFIC, MO 63069
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411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 24709
REQUISITION NO. 24117
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

ITEM	ACCOUNT	DESCRIPTION	ITEM CODE	QTY.	UOM	UNIT PRICE	TOTAL AMOUNT
1	02310115216131	#PIG.519 PIG ARMOR KIT BAG (AKB) (#PIG.519)		159.00	EA	143.1000	22,752.90
2	02310115216131	SHIPPING		1.00	EA	300.0000	300.00
<p>PRICING PER QUOTE #0099</p> <p>***EXEMPT PER LGC SEC. 252.022(a)(2)***</p> <p>*****</p> <p>CHAPTER 176 TEXAS LOCAL GOVERNMENT CODE REQUIRES THE PUBLIC DISCLOSURE OF CERTAIN INFORMATION CONCERNING PERSONS DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON INCLUDING FAMILY, BUSINESS, AND FINANCIAL RELATIONSHIPS SUCH PERSONS MAY HAVE WITH CITY OF RICHARDSON OFFICERS OR EMPLOYEES INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING AND CONTRACTING OF A VENDOR FOR THIS PROCUREMENT.</p> <p>A COPY OF FORM CIQ AND CIS ARE AVAILABLE AT:</p>							

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 03/21/2017
CONFIRMING ORDER TO SOPHIE YOON
VENDOR PHONE NUMBER (845)897-2889

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE
FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By
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PURCHASE ORDER

P.O. NUMBER 161502
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E SKD TACTICAL, LLC.
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411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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PHILLIP CASAVANT JR, JERRY CHILDREE, MICHAEL FITZSIMMONS, CONRADO BONIFACIO, JIMMY SPIVEY, DANNY MARTIN, STEVE MOORE, STEVEN BAXTER, CLAUDE LOCKE, DANIEL ROBB, TODD GASTORF

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[Empty rectangular box]

TOTAL PURCHASE AMOUNT **\$23,052.90**

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 03/21/2017
CONFIRMING ORDER TO SOPHIE YOON
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BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 03/21/2017
CONFIRMING ORDER TO SOPHIE YOON
VENDOR PHONE NUMBER (845)897-2889

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PURCHASE ORDER

P.O. NUMBER 161502

P.O. DATE: 08/08/2016

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74 MIDWEST DRIVE
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VENDOR NUMBER 24709
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- 18. **CHANGE ORDERS:** All change orders shall be in writing and approved by the City.
- 19. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.
- 20. **TERMINATION FOR DEFAULT:** The City of Richardson reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
- 21. **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 22. **REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 23. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any action shall be in Dallas County, Texas.
- 24. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council, (Art 21. Sec.01. Richardson City Charter)

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 03/21/2017
CONFIRMING ORDER TO SOPHIE YOON
VENDOR PHONE NUMBER (845)897-2889

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____

(Signature and Date)

Authorized for Payment By: _____

(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161503
P.O. DATE: 08/08/2016

V
E LA POLICE GEAR, INC.
N 29120 COMMERCE CENTER DRI
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411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 24708
REQUISITION NO. 24119
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

ITEM	ACCOUNT	DESCRIPTION	ITEM CODE	QTY.	UOM	UNIT PRICE	TOTAL AMOUNT
1	02310115216131	# NAR-08-0168 NORTH AMERICAN RESCUE INDIVIDUAL PATROL OFFICER KIT W/COMBAT GAUZE.		159.00	EA	83.5000	13,276.50
<p>PRICES PER QUOTE #18749 ***EXEMPT PER LGC SEC. 252.022(a)(2)***</p> <p>PLEASE SIGN ALL PAGES OF THE ACKNOWLEDGEMENT COPY. *****</p> <p>CHAPTER 176 TEXAS LOCAL GOVERNMENT CODE REQUIRES THE PUBLIC DISCLOSURE OF CERTAIN INFORMATION CONCERNING PERSONS DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON INCLUDING FAMILY, BUSINESS, AND FINANCIAL RELATIONSHIPS SUCH PERSONS MAY HAVE WITH CITY OF RICHARDSON OFFICERS OR EMPLOYEES INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING AND CONTRACTING OF A VENDOR FOR THIS PROCUREMENT.</p> <p>A COPY OF FORM CIQ AND CIS ARE AVAILABLE AT:</p>							

BUYING AGENT ALI OSWALD
DATE PROMISED 08/15/2016
CONFIRMING ORDER TO JAZMIN C.-EXT.228
VENDOR PHONE NUMBER (661)294-9499

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161503
P.O. DATE: 08/08/2016

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LA POLICE GEAR, INC.
29120 COMMERCE CENTER DRI
VALENCIA, CA 91355



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140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 24708
REQUISITION NO. 24119
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

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AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

HTTP://WWW.ETHICS.STATE.TX.US/FILINGINFO/
CONFLICT_FORMS.HTM

THE VENDOR ACKNOWLEDGES BY DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON THAT HE/SHE HAS BEEN NOTIFIED OF THE REQUIREMENTS UNDER CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT HE/SHE IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS THEREIN. FURTHERMORE, ANY INDIVIDUAL OR BUSINESS ENTITY SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON WHO DOES NOT COMPLY WITH THIS REQUIREMENT MAY RISK AWARD CONSIDERATION OF ANY CITY CONTRACT.

THE FOLLOWING CITY EMPLOYEES WERE INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING, AND CONTRACTING FOR THE ATTACHED PROCUREMENT:

JIMMY SPIVEY, DANIEL ROBB, PHILLIP CASAVANT JR., JERRY CHILDREE, MICHAEL FITZSIMMONS, DANNY MARTIN CONRADO BONIFACIO, STEVE MOORE, STEVEN BAXTER, CLAUDE LOCKE, TODD GASTORF

BUYING AGENT ALI OSWALD
DATE PROMISED 08/15/2016
CONFIRMING ORDER TO JAZMIN C.-EXT.228
VENDOR PHONE NUMBER (661)294-9499

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City of Richardson By: (Purchasing Manager)

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Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161503
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F.O.B. DESTINATION
FREIGHT
SHIP VIA

TOTAL PURCHASE AMOUNT **\$13,276.50**

BUYING AGENT ALI OSWALD
DATE PROMISED 08/15/2016
CONFIRMING ORDER TO JAZMIN C.-EXT.228
VENDOR PHONE NUMBER (661)294-9499

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City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only Received By: _____ (Signature and Date) Authorized for Payment By: _____ (Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161503
P.O. DATE: 08/08/2016

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VENDOR NUMBER 24708
REQUISITION NO. 24119
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

- F.O.B. - DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Richardson, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The City of Richardson assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of the City of damage.
- QUANTITIES:** In the case of annual estimated requirements contract, the City of Richardson reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have against the City for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- SPECIFICATIONS:** The City of Richardson has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.
- CONTRACT PERIOD:** In the case of annual estimated requirements contract the contract shall be for a predetermined period as specified on purchase order.
- RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the City of Richardson and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- WRITTEN CONTRACT:** In the event there is a written contract between City and the Contractor for the goods or services provided pursuant to this PO and there are any conflicts between the written contract and the PO, the written contract shall control.
- PAYMENT TERMS:** Payment terms are **NET 30** unless otherwise specified on purchase order.
- INVOICES:** Invoices must be submitted by the Contractor to the City of Richardson Accounting Department, P.O. Box 830309, Richardson, Texas 75083-0309 or AP@COR.GOV.
- TAXES:** The City of Richardson is exempt from Federal Excise and State Sales taxes. **TAX MUST NOT BE INCLUDED ON INVOICE.** Tax exemption certificates will be executed by the City and furnished upon request.
- DELIVERY PROMISE – PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the Purchasing Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Purchasing Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.
- PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Richardson until the City actually receives and takes possession of the goods at the point(s) of delivery.
- PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are "no arrival, no sale".
- DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. – 4:00 p.m. Monday – Friday.
- INTELLECTUAL PROPERTY RIGHTS:** Contractor agrees to defend, indemnify and hold the City its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, loss, or expense including reasonable attorney fees arising out of or relating to any claim against City asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property in connection with the goods or services provided by contractor.

BUYING AGENT ALI OSWALD
DATE PROMISED 08/15/2016
CONFIRMING ORDER TO JAZMIN C.-EXT.228
VENDOR PHONE NUMBER (661)294-9499

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161503
P.O. DATE: 08/08/2016

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LA POLICE GEAR, INC.
29120 COMMERCE CENTER DRI
VALENCIA, CA 91355



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 24708
REQUISITION NO. 24119
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

16. **FUNDING:** City fiscal year is October 1 to following September 30. City reserves right to terminate the contract without penalty in the event funds are not available or in the event funds are not appropriated for the contract.
17. **ASSIGNMENT:** Contractor may not assign or transfer this contract without prior written consent of City.
18. **CHANGE ORDERS:** All change orders shall be in writing and approved by the City.
19. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.
20. **TERMINATION FOR DEFAULT:** The City of Richardson reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
21. **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
22. **REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
23. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any action shall be in Dallas County, Texas.
24. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council, (Art 21. Sec.01. Richardson City Charter)

BUYING AGENT ALI OSWALD
DATE PROMISED 08/15/2016
CONFIRMING ORDER TO JAZMIN C.-EXT.228
VENDOR PHONE NUMBER (661)294-9499

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161504
P.O. DATE: 08/08/2016

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CMC GOVERNMENT SUPPLY
5200 KELLER SPRINGS RD.,
DALLAS, TX 75248



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 24701
REQUISITION NO. 24118
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

ITEM	ACCOUNT	DESCRIPTION	ITEM CODE	QTY.	UOM	UNIT PRICE	TOTAL AMOUNT
1	02310115216131	MAGPUL GEN 2 - 5.56/.223 30RD BLACK #MGMPI571BLK BUYBOARD CONTRACT # 432-13.		300.00	EA	9.9900	2,997.00
2	02310115216131	SHIPPING PRICING PER ESTIMATE #Q255274 ***EXEMPT PER LGC SEC. 252.022(a)(2)*** ***** CHAPTER 176 TEXAS LOCAL GOVERNMENT CODE REQUIRES THE PUBLIC DISCLOSURE OF CERTAIN INFORMATION CONCERNING PERSONS DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON INCLUDING FAMILY, BUSINESS, AND FINANCIAL RELATIONSHIPS SUCH PERSONS MAY HAVE WITH CITY OF RICHARDSON OFFICERS OR EMPLOYEES INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING AND		1.00	EA	32.8500	32.85

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 08/16/2016
CONFIRMING ORDER TO DAVID GOLDSTEIN
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PURCHASE ORDER

P.O. NUMBER 161504
P.O. DATE: 08/08/2016

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CMC GOVERNMENT SUPPLY
5200 KELLER SPRINGS RD.,
DALLAS, TX 75248



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
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VENDOR NUMBER 24701
REQUISITION NO. 24118
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

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F.O.B. DESTINATION
FREIGHT
SHIP VIA

CONTRACTING OF A VENDOR FOR THIS PROCUREMENT.

A COPY OF FORM CIQ AND CIS ARE AVAILABLE AT:

HTTP://WWW.ETHICS.STATE.TX.US/FILINGINFO/
CONFLICT_FORMS.HTM

THE VENDOR ACKNOWLEDGES BY DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON THAT HE/SHE HAS BEEN NOTIFIED OF THE REQUIREMENTS UNDER CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT HE/SHE IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS THEREIN. FURTHERMORE, ANY INDIVIDUAL OR BUSINESS ENTITY SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON WHO DOES NOT COMPLY WITH THIS REQUIREMENT MAY RISK AWARD CONSIDERATION OF ANY CITY CONTRACT.

THE FOLLOWING CITY EMPLOYEES WERE INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING, AND CONTRACTING FOR THE ATTACHED PROCUREMENT:

PHILLIP CASAVANT JR, JERRY CHILDREE, MICHAEL FITZSIMMONS, CONRADO BONIFACIO, JIMMY SPIVEY, DANNY MARTIN, STEVE MOORE, STEVEN BAXTER, CLAUDE LOCKE, DANIEL ROBB, TODD GASTORF

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 08/16/2016
CONFIRMING ORDER TO DAVID GOLDSTEIN
VENDOR PHONE NUMBER (0) -

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City of Richardson By: (Purchasing Manager)

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Vendor Signature and Date: _____

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REQUISITION NO. 24118
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F.O.B. DESTINATION
FREIGHT
SHIP VIA

- F.O.B. - DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Richardson, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The City of Richardson assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of the City of damage.
- QUANTITIES:** In the case of annual estimated requirements contract, the City of Richardson reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have against the City for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- SPECIFICATIONS:** The City of Richardson has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.
- CONTRACT PERIOD:** In the case of annual estimated requirements contract the contract shall be for a predetermined period as specified on purchase order.
- RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the City of Richardson and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- WRITTEN CONTRACT:** In the event there is a written contract between City and the Contractor for the goods or services provided pursuant to this PO and there are any conflicts between the written contract and the PO, the written contract shall control.
- PAYMENT TERMS:** Payment terms are **NET 30** unless otherwise specified on purchase order.
- INVOICES:** Invoices must be submitted by the Contractor to the City of Richardson Accounting Department, P.O. Box 830309, Richardson, Texas 75083-0309 or AP@COR.GOV.
- TAXES:** The City of Richardson is exempt from Federal Excise and State Sales taxes. **TAX MUST NOT BE INCLUDED ON INVOICE.** Tax exemption certificates will be executed by the City and furnished upon request.
- DELIVERY PROMISE – PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the Purchasing Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Purchasing Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.
- PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Richardson until the City actually receives and takes possession of the goods at the point(s) of delivery.
- PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are "no arrival, no sale".
- DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. – 4:00 p.m. Monday – Friday.
- INTELLECTUAL PROPERTY RIGHTS:** Contractor agrees to defend, indemnify and hold the City its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, loss, or expense including reasonable attorney fees arising out of or relating to any claim against City asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property in connection with the goods or services provided by contractor.

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 08/16/2016
CONFIRMING ORDER TO DAVID GOLDSTEIN
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PURCHASE ORDER

P.O. NUMBER 161504
P.O. DATE: 08/08/2016

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CMC GOVERNMENT SUPPLY
5200 KELLER SPRINGS RD.,
DALLAS, TX 75248



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
POLICE DEPARTMENT
ATTN: FISCAL CONTROL
140 N. GREENVILLE AVE.
RICHARDSON, TX 75081

VENDOR NUMBER 24701
REQUISITION NO. 24118
REQUISITION DATE 08/05/2016
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

[Empty rectangular box for item details]

TOTAL PURCHASE AMOUNT \$3,029.85

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 08/16/2016
CONFIRMING ORDER TO DAVID GOLDSTEIN
VENDOR PHONE NUMBER (0) -

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Vendor Signature and Date: _____

For City Use Only Received By: _____ (Signature and Date) Authorized for Payment By: _____ (Signature and Date)

PURCHASE ORDER

P.O. NUMBER 161504

P.O. DATE: 08/08/2016

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or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

- 16. **FUNDING:** City fiscal year is October 1 to following September 30. City reserves right to terminate the contract without penalty in the event funds are not available or in the event funds are not appropriated for the contract.
- 17. **ASSIGNMENT:** Contractor may not assign or transfer this contract without prior written consent of City.
- 18. **CHANGE ORDERS:** All change orders shall be in writing and approved by the City.
- 19. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.
- 20. **TERMINATION FOR DEFAULT:** The City of Richardson reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
- 21. **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 22. **REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 23. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any action shall be in Dallas County, Texas.
- 24. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council, (Art 21. Sec.01. Richardson City Charter)

BUYING AGENT JULIE ANN BAGNALL
DATE PROMISED 08/16/2016
CONFIRMING ORDER TO DAVID GOLDSTEIN
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

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Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PI349I01

CITY OF RICHARDSON
Field Purchase Order Inquiry

8/16/16
12:34:41

DEPT APPROVD NEED INVOICE

Type information, press Enter.

Field PO number . . .	G16828	Date . . .	080516	Assigned User . . .	WIGGINSB
Remarks	SINGLE POINT SLING W/O BUNGEE-BUYBOARD #432-13				
Received by	BETTY WIGGINS				
Vendor	0000993	GALLS, INC.			
Invoice number . . .		Invoice date . . .	000000		
Payment due date . .	000000	(MMDDYY)			
Invoice amount . . .		Line total	\$739.60		

Account number	Project	Amount	Transaction description
02310115216131		\$719.60	#TE940, 40 @ \$17.99 EACH
02310115216131		\$20.00	SHIPPING

F3=Exit F7=Additional info F8=Comments F9=Approval info F12=Cancel



A GALLS® LLC COMPANY

Price Quote

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
 800-876-4242 phone
 877-914-2557 fax

Attention: Lt. Steve Moore
 Account Number 5290411
 Name Richardson Police Dept
 Street Address
 City & State

Quote Date 7/28/2016

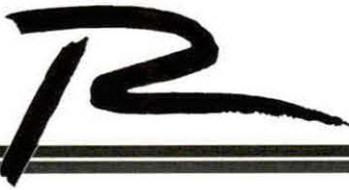
BuyBoard Contract # 432-13

	Item #	Description	Qty	Retail	Your Price	Ext. Total
1	TP207 BLK SML	MAX PRO ARMOR GUNFIGHTER HELMET	100	\$431.67	\$315.00	\$31,500.00
2	BL653 SML	PARACLETE ACTIVE SHOOTER ARMOR KIT	100	\$379.99	\$300.00	\$30,000.00
3		United Shield Equivalent helmet and Active Shooter Kit				
4		United Shield Spec Ops Helmet - Level IIIA with 7 pad system upgrade	100	\$400.00	\$309.99	\$30,999.00
5	TP693 BLK	PLATE HARNES/RPSS/STD MOLLE	100	\$91.49	\$58.00	\$5,800.00
6	TP549	UNITED SHIELD, ZETA PLATE 10 X 12	200	\$358.99	\$156.99	\$31,398.00
7		Accessories				
8	BG743	LAWPRO LAPD BALLISTIC NYLON "WAR" BAG	150	\$33.19	\$22.99	\$3,448.50
9	TK225	PERSONAL BLEEDING CONTROL KIT W/ C-A-T TOURNIQUET	150	\$70.99	\$56.75	\$8,512.50
10	TE355	GALLS HORIZONTAL RIFLE MAG POUCH FOR MOLLE SYSTEM	300	\$11.49	\$7.99	\$2,397.00
11	TE940	SINGLE POINT SLING W/O BUNGEE	40	\$24.99	\$17.99	\$719.60
		Free Shipping				

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.

Prices are valid for 30 days from the date of the quote, are Net 30 days from date on each invoice.

Thank you for the opportunity to earn your business, Galls payment terms



MEMO

DATE: August 16, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #77-16 for the cooperative purchase of Traffic Signal Hardware to Consolidated Traffic Controls, Inc. in the amount of \$62,141.08 through the Houston-Galveston Area Council of Governments (“HGAC”) Contract #PE-05-15

Proposed Date of Award: August 22, 2016

I concur with the recommendation of Michael Spicer – Director of Development Services, and request permission to issue a purchase order for the above referenced traffic signal hardware to Consolidated Traffic Controls, Inc. in the amount of \$62,141.08, as per the attached quote.

The above referenced equipment has been bid through the HGAC Contract #PE-05-15. The City of Richardson participates in the HGAC program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Chapter 791.025 and Texas Local Government Code Chapter 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is provided in the following accounts:

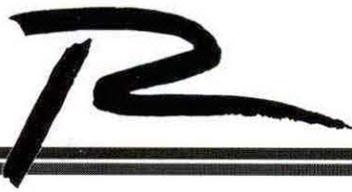
378-8702-585-7524, Project #SD1030	\$ 20,996.12
386-8702-585-7524, Project #SD1615	<u>41,144.96</u>
	\$ 62,141.08

Concur:



Keith Dagen

ATTACHMENTS



MEMO

TO: Todd Gastorf
Purchasing Manager

FROM: Michael Spicer
Director of Development Services 

DATE: August 9, 2016

RE: Recommendation to Purchase Traffic Signal Hardware

We are recommending the purchase of Traffic Signal Hardware from Consolidated Traffic Controls, Inc. for the amount of \$62,141.08 to be paid from 2010 and 2015 Bond Funds to upgrade selected traffic signal locations as part of those approved Bond Projects.

This equipment is available through an HGAC contract, and would not require a bid or procurement process, though it would, of course, require City Council approval.



MEMO

DATE: August 16, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #78-16 for an Annual Contract for Janitorial Services at the Public Library, Service Center, Municipal Court, Animal Shelter, Police Substation, and Sherrill Park Golf Course through the State Use Program of the Texas Industries for the Blind and Handicapped (“TIBH Industries”) in the amount of \$159,558

Proposed Date of Award: August 22, 2016

I concur with the recommendation of Travis Switzer – Assistant Director of Public Services, and request permission to award an annual contract for janitorial services in the amount of \$159,558 to TIBH Industries.

This contract is an exempt procurement as outlined in Texas Local Government Code Chapter 252.022(a)(13) for services performed by blind or severely disabled persons and Human Resources Code Chapter 122.

In early October 2009, the Public Services Department and Purchasing authorized a three-month trial with TIBH Industries to perform routine janitorial services at the Public Library and Service Center pursuant to our specifications. Since that time, the City has added services for Municipal Court, Animal Shelter, Police Substation, and the Sherrill Park Golf Course. The current service provider, A Lift for Life Outreach Center, Inc., has performed satisfactorily and provided fair market value pricing.

Pricing is based on a unit price per location as per the attachment, which includes all overhead and supplies for basic services. The initial contract shall begin on September 1, 2016 through August 31, 2017 unless terminated by either party upon ninety (90) days written notice.

Funding is available in account 180-3710-509-3499 for Sherrill Park and account 011-2080-531-3399 for all other facilities.

Concur:


Keith Dagen

ATTACHMENTS



MEMO

TO: Todd Gastorf, Purchasing Manager

FROM: Travis Switzer, Assistant Director of Public Services 

DATE: July 29, 2016

SUBJECT: Janitorial Services Price Proposal – Recommendation

I have reviewed the price quote from A Lift for Life/TIBH regarding janitorial services and recommend accepting the 3% price increase for a total amount of \$159,558. A Lift for Life/TIBH is requesting this 3% in order to compensate for increasing costs to provide custodial services.

Facility	Current	3% increase	New Amount
Library	\$74,142	\$2,224	\$76,366
Service Center	\$42,486	\$1,275	\$43,761
Court	\$18,972	\$570	\$19,542
Animal Shelter	\$2,678	\$80	\$2,758
Police Sub-statin	\$2,232	\$67	\$2,299
<u>Sherrill Park</u>	<u>\$14,400</u>	<u>\$432</u>	<u>\$14,832</u>
Totals	\$154,910	\$4,648	\$159,558

Funding for services at the Library, Service Center, Court, Animal Shelter, and Police Substation are budgeted in 011-2080-531-3399. Funds for the Sherrill Park Facilities are budgeted in 180-3710-509-3499. Attached for reference is the price quote from A Lift for Life/TIBH.

xc: Darryl E. Fourte, Director of Public Services

A LIFT FOR LIFE OUTREACH CENTER, INC.
230 TURIN ST
DALLAS, TEXAS 75217

PRICE PROPOSAL

Services: Janitorial

Proposal Date: 7/22/2016

Potential Start Date: 9/1/2016

Location	Monthly Price	Annual Price
Library	\$6,363.86	\$76,366.32
Service Center	\$3,646.73	\$43,760.76
Municipal Court	\$1,628.43	\$19,541.16
Animal Shelter	\$229.90	\$2,758.80
Police Substation	\$191.58	\$2,298.96
Sherrill Park Golf	\$1,236.00	\$14,832.00
Total	\$13,296.50	\$159,558.00

Signature: 